DOCUMENT #5141
ADOPTED 3/9/89

# HOUSING AND EMPLOYMENT AGREEMENT

AGREEMENT by and among FOX/LDD PARTNERS OF BOYLSTON STREET LIMITED PARTNERSHIP, a Massachusetts Limited Partnership (the "Developer"), and the BOSTON REDEVELOPMENT AUTHORITY (the "Authority"), a body politic and corporation created pursuant to Chapter 652 of the Acts of 1960, made this 17th day of February, 1989.

WHEREAS, the Developer shall construct at 144 Boylston Street a thirty-seven (37) unit condominium housing project with ground level retail and accessory parking uses (the "Project").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. APPROVAL STATUS OF THE PROJECT. The Authority and the Developer acknowledge and agree that with respect to the Project, the Developer has satisfied the draft stage required by Article 31 and that the Developer and the Authority will complete the said Article 31 process, a copy of which is attached as Exhibit A. The Authority and the Developer acknowledge and agree that the Project is subject to the Development Review Procedures attached hereto as Exhibit B. The Authority further acknowledges that delays in the Article 31 process or in the Development Review Procedures may be critical to the cost of developing the Project and agrees that the Authority shall act in a prompt and timely manner in connection with both the Article 31 process for

the Project and with respect to the approval process of Schematic Design Review, Design Development and Final Working Plans.

2. AUTHORITY'S COOPERATION. The Authority will cooperate with the Developer in efforts (a) to obtain the issuance of the variances necessary to complete the Project in accordance with the Authority's vote of ; (b) to obtain the approval of the Public Improvement Commission necessary to implement the Project as approved by the Authority; and (c) to obtain other state and municipal approvals and permits which are necessary to complete the Project as approved by the Authority.

3. AFFORDABLE HOUSING GRANT. The Developer shall pay a Three Hundred Thousand ($300,000.00) Dollars housing grant for the designated purpose of developing low and moderate income rental housing or low and moderate income owner occupied housing in the City of Boston subject to and in accordance with the terms hereinafter set forth (the "Housing Grant").

The Developer shall make an initial payment of One Hundred Fifty Thousand ($150,000.00) Dollars payable only if, as and when a Building Permit for the construction of the Project is issued by the City of Boston. Thereafter, the Developer shall make ten (10) payments each in the amount of Fifteen Thousand ($15,000.00) Dollars from the sales of the residential units of the Project, with the first such payment to be due and payable upon the closing of the sale of the twenty-seventh (27th) unit, with each of the remaining nine (9) installments being due and payable upon successive closings of the said residential units of the Project. In no event shall the Developer pay any monies due hereunder

later than the expiration of the twenty-fourth (24th) month following the date of the issuance by the City of Boston of an unconditional Certificate of Occupancy for the Project.

All interest earned on such funds shall be used to supplement the Subsidy and used for the same purpose as the Subsidy.

4. BOSTON PLAN EFFORT. The Developer shall submit a Boston Residents Construction Employment Plan (the "Plan") to the Director of the Authority, which Plan shall set forth in detail the Developer's plans for the Project to ensure that its contractors, and those engaged by said contractor for the construction of the Project, shall meet the following Standards on a craft by craft basis: (a) at least fifty percent (50%) of the total employee workers hours in each trade shall be by bona fide Boston residents; (b) at least twenty-five percent (25%) of the total employee worker hours in each trade shall be by minorities; and (c) at least ten percent (10%) of the total employee worker hours in each trade shall be by women. The Developer shall include in the plan provisions for monitoring, compliance and sanctions. The Developer shall submit a plan satisfactory to the Director within thirty (30) days of the execution of this Agreement or in no case later than prior to the issuance of a Building Permit, whichever occurs sooner. Employee worker hours shall include hours spent in on-the-job training and apprenticeship positions.

5. LIMITED LIABILITY. Except as hereinafter provided, the Authority agrees to look solely to the interests of the Developer

from time to time in the Project that are subject to this Agreement, whether owned by the Developer or its successors or assigns, as the case may be, for any claim against the Developer or its successoprs or assigns arising under this Agreement in connection with the Project. In the event a default occurs under a mortgage granted by the Developer in connection with the Project and there is a foreclosure sale or a deed in lieu of foreclosure under which the mortgagee or a third party succeeds to the interests of the Developer in said Project, then the obligations under this Agreement, which are outstanding and have not been paid to the Authority as of the date of such foreclosure sale or deed in lieu of foreclosure shall not be enforceable against or become obligations of such successor in interest or its interests in the said Project; in such case of a sale of the Project, however, the obligations hereunder shall become a personal liability of either (i) the Developer and its general partners; or (ii) any successor or assign to which the said Project has been conveyed prior to said default.

6. AMENDMENT OF AGREEMENT; GOVERNING LAW. If the parties agree to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the parties with respect to the subject matter contained herein. Except as otherwise herein provided, this Agreement is binding and enforceable under contract law upon, and inures to the benefit of, the parties, their successors, assigns and legal representatives.

7. ADHERENCE TO LAWS. The Developer shall keep itself fully informed of all votes of the Authority, City ordinances, executive orders and regulations, and state and federal law which in any manner affect the provisions of this Agreement. The Developer shall at all times observe and comply with said votes, ordinances, executive orders, regulations or law, and shall protect and indemnify the City and the Authority, its officers, agents and employees against any claim or liability arising from or based upon the violations of such votes, ordinances, executive orders, regulations or laws, caused by any act or omission of the Developer, its agents or employees.

8. ABANDONMENT OF PROJECT. If a Building Permit is not granted for the Project, or if construction of any part of the said Project is abandoned after a Building Permit is obtained prior to the commencement of "substantial construction", as hereinafter defined, or if a Building Permit lapses and is not renewed, then the Developer shall have no responsibility for all or the portion of the Housing Grant specified herein as pertaining to said abandoned Project.

As used herein, the term "substantial construction" shall mean the excavation of the Project site or the construction of any above or below grade structures, but shall not include the demolition of any structures or portions thereof now existing on the Project site.

9. Notice. All notices under this Agreement must be in writing and delivered in hand or mailed, postage prepaid, by

registered or certified mail, return receipt requested, to the parties at the following addresses:

| | |
|---|---|
| Authority: | Boston Revelopment Authority<br>Director's Office<br>City Hall Square<br>Boston, Massachusetts 02201 |
| With copies to: | Boston Redevelopment Authority<br>Chief General Counsel<br>City Hall Square<br>Boston, Massachusetts 02201 |
| Developer: | Fox/LDD Partners of Boylston Street<br>Limited Partnership<br>c/o Fox Properties, Inc.<br>47 Winter Street<br>P.O. Box 29<br>Weymouth, Massachusetts 02189 |
| With copies to: | Mark J. Gladstone, Esq.<br>63 Winter Street<br>P.O. Box 29<br>Weymouth, Massachusetts 02189 |

10. CHANGE OF APPLICABLE LAWS. If there shall hereafter be imposed by the City of Boston any contribution, assessment, levy, excise or tax upon the said Project, the proceeds of which are dedicated in whole or in part to the establishment of a fund for purposes recited in this Agreement, amounts payable hereunder by the Developer shall be credited against such contribution, assessment, levy, excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such contribution, assessment, levy, tax or excise, the obligations of the Developer hereunder, to the extent of the amount of such contribution, assessment, levy, tax or excise, shall cease and be of no further force and effect.

EXECUTED on the day and year first above written.

Approved as to Form:

Chief General Counsel

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle, Director

FOX/LDD PARTNERS OF BOYLSTON STREET LIMITED PARTNERSHIP

By its Managing General Partner,
ROBERT FOX DEVELOPMENT CORPORATION OF HINGHAM, INC.

By: _____
Robert Fox, President

# AGREEMENT REGARDING ARTICLE 30

AGREEMENT by and among FOX/LDD PARTNERS OF BOYLSTON STREET LIMITED PARTNERSHIP, a Massachusetts Limited Partnership (the "Developer"), and the BOSTON REDEVELOPMENT AUTHORITY (the "BRA"), made this 17th day of February, 1989.

WHEREAS, the Developer shall construct at 144 Boylston Street a thirty-seven (37) unit condominium housing project with ground level retail and accessory parking uses (the "Project");

WHEREAS, Article 30 of the Boston Zoning Code requires the Developer to construct two (2) units accessible to persons with disabilities in the Project and to construct the public areas of the Project accessible to persons with disabilities;

WHEREAS, the Developer believes that there is no assurance that such accessible units would be purchased by persons with disabilities;

WHEREAS, the Developer has determined that the cost of compliance with said Article 30's accessibility rule (for units only) is between $1,500.00 to $1,800.00 per unit;

WHEREAS, the Developer will comply with the Article 30 rule in respect of the public areas of the Project;

WHEREAS, to achieve the goal and spirit of Article 30, the Developer proposes to make an agreement to contribute certain monies to a fund to retrofit housing units so as to be accessible to persons with disabilities in the City of Boston and thereby

better achieve the goal of providing more housing for citizens of Boston with disabilities;

WHEREAS, the BRA desires to make such an agreement;

NOW, THEREFORE, the Developer and the BRA agree as follows:

1. CREATION OF FUND. Subject to the Board of Zoning Appeal granting a variance to the Developer for the Project such that the Developer need not construct a total of two (2) units in compliance with Article 30, the Developer shall pay the BRA a total of Fifteen Thousand ($15,000.00) Dollars to be used by the BRA for the purpose of retrofitting residential housing units in the City of Boston so as to be accessible within the meaning of Article 30 and in the manner specified in Paragraph 2 hereof (the "Fund"). The Developer shall construct the public areas of the Project fully in compliance with the requirements of Article 30.

The Developer does nevertheless agree to make four (4) units in the Project adaptable for persons with handicaps in the event that four (4) such persons buy the units in the building and thereafter to retrofit said units to make them in compliance with the Access Code. In addition, the Developer agrees to make two (2) of the parking spaces in the garage contained within the Project accessible to such person or persons.

1.1 TIMING OF PAYMENTS. The Fifteen Thousand ($15,000.00) Dollars payment, if due, shall be payable in one (1) installment. Upon the issuance by the Inspectional Services Department of the City of Boston of a Building Permit for the Project, the Developer shall pay into the Fund, if then in existence, and if

not, directly to the BRA, the sum of Five Thousand ($5,000.00) Dollars.

2.0 PURPOSE OF FUND. The Fund shall be utilized to financially assist those residents of the City of Boston in need of "accessible housing" as accessible is defined in Article 30 of the current Boston Zoning Code or any successor ordinance thereto. The funds shall be used in the total discretion of the trustee of the Fund but the Developer suggests as one guideline that priority be given to any purchaser of a condominium unit at the neighborhood of Boston in which the Project is located.

3.0 CREATION OF FUND. The BRA shall use its best efforts to establish the Fund as a limited purpose trust fund in or within sixty (60) days of the date of this Agreement. In the event the Fund, for any reason, is not constituted by December 31, 1989, then the BRA agrees to administer the payments made under this Agreement through the Commission for Persons with Disabilities, an executive office within the Mayor's office, or any successor thereto, for the purposes herein specified.

4.0 LIMITED LIABILITY. Except as hereinafater provided, the BRA agrees to look solely to the interests of the Developer from time to time in the Project that are subject to this Agreement, whether owned by the Developer or its successors or assigns, as the case may be, for any claim against the Developer or its successors or assigns arising under this Agreement in connection with the Project. In the event a default occurs under a mortgage granted by the Developer in connection with the Project and there is a foreclosure sale or a deed in lieu of

foreclosure under which the mortgagee or a third party succeeds to the interests of the Developer in said Project, then the obligations under this Agreement, which are outstanding and have not been paid to the Fund (or the BRA, as applicable) as of the date of such foreclosure sale or deed in lieu of foreclosure, shall not be enforceable against or become obligations of such successor in interest or its interests in the said Project; in such case of a sale of the Project, however, the obligations hereunder shall become a personal liability of either (i) the Developer and its general partners; or (ii) any successor or assign to which the said Project has been conveyed prior to said default.

5.0 AMENDMENT OF AGREEMENT; CHOICE OF LAW. If the parties agree to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the parties with respect to the subject matter contained herein. Except as otherwise herein provided, this Agreement is binding and enforceable under contract law upon, and inures to the benefit of, the parties, their successors, assigns and legal representatives.

6.0 ABANDONMENT OF PROJECT. If a Building Permit is not granted for any part of the Project, then the Developer shall have no responsibility for all or the portion of the payment pertaining to said Project.

7.0 NOTICE. All notices under this Agreement must be in writing and delivered in hand or mailed, postage prepaid, by

registered or certified mail, return receipt requested, to the parties at the following addresses:

| | |
|---|---|
| Boston Redevelopment Authority: | 1 City Hall Plaza<br>Boston, MA 02201<br>Attention: Mr. Juan Loveluck |
| With copies to: | Commission for Persons With Disabilities<br>City Hall, Room 708<br>Boston, MA 02201<br>Attention: Peter Myette |
| Developer: | Fox/LDD Partners of Boylston Street Limited Partnership<br>c/o Fox Properties, Inc.<br>47 Winter St., P.O. Box 29<br>Weymouth, MA 02189 |
| With copies to: | Mark J. Gladstone, Esq.<br>63 Winter St., P.O. Box 29<br>Weymouth, MA 02189 |

EXECUTED on the day and year first above written.

Approved as to Form:

_____
Law Department Counsel

BOSTON REDEVELOPMENT AUTHORITY

By:_____
Stephen Coyle, Director

FOX/LDD PARTNERS OF BOYLSTON STREET LIMITED PARTNERSHIP

By its Managing General Partner,
ROBERT FOX DEVELOPMENT CORPORATION OF HINGHAM, INC.

By:_____
Robert Fox, President

M E M O R A N D U M MARCH 9, 1989

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: WILLIAM D. WHITNEY, ASSISTANT DIRECTOR
FOR URBAN DESIGN AND DEVELOPMENT
JUAN CARLOS LOVELUCK, PROJECT MANAGER
URBAN DESIGN AND DEVELOPMENT

SUBJECT: 144-150 BOYLSTON STREET

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EXECUTIVE SUMMARY:
THIS MEMORANDUM REQUESTS THAT THE BOSTON REDEVELOPMENT AUTHORITY RECOMMEND APPROVAL TO THE BOARD OF APPEAL OF A CONDITIONAL USE PERMIT, AN INTERIM PLANNING PERMIT, VARIANCES FROM REAR YARD, SIDE YARD, PARAPET SETBACK, OFF-STREET LOADING, AND THE BARRIER-FREE REQUIREMENTS OF THE ZONING CODE FOR THE CONSTRUCTION OF A 37-UNIT RESIDENTIAL BUILDING WITH 18,000 SQUARE FEET OF COMMERCIAL SPACE. THIS MEMORANDUM ALSO REQUESTS THAT THE DIRECTOR BE AUTHORIZED TO EXECUTE A HOUSING AND EMPLOYMENT AGREEMENT AND AN AGREEMENT REGARDING ARTICLE 30 (BARRIER-FREE ACCESS) WITH THE DEVELOPER. LASTLY, THIS MEMORANDUM REQUESTS THAT THE DIRECTOR BE AUTHORIZED TO ISSUE THE ADEQUACY DETERMINATION IN CONNECTION WITH THE ARTICLE 31 REVIEW OF THIS PROJECT.

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Fox/LDD Partners of Boylston Street (the Appellant) seeks zoning relief required to construct a project consisting of 37 units of housing and approximately 18,000 square feet of commercial space (retail and office) at 144-150 Boylston Street. The project site consists of approximately 11,487 square feet and is located directly opposite the Boston Common. The project also includes a garage accommodating 69 cars. The required zoning relief includes an interim planning permit, a conditional use permit for parking in a Restricted Parking District, enhanced height and FAR, and variances from the rear yard, side yard, parapet setback, open space, off-street loading, and barrier-free access requirements of the Zoning Code.

Pursuant to Section 38-4, the project is exempt from the requirements of Article 38. The project is located in a Medium Growth Subdistrict within the Downtown IPOD and is proposed at an enhanced FAR of 9.8. The proposed 129 foot height is within the enhanced height standard for the Subdistrict of 155 feet. The underlying zoning (B-10) height limit is 130 feet. The project is consistent in both dimension and use with the Midtown Cultural District Zoning Plan, and with the Park Square Urban Renewal Plan.

The Project's design is architecturally compatible with the Subdistrict. The proposed height is similar to that of the Transportation Building and the Colonial Theater. The building materials include brick and cast stone, and various architectural elements and details are included which harmonize with the surrounding buildings. These include detailed cast stone window surrounds, belt coursing, bay windows, and an elaborated building base and top.

The project is located within the National Register Piano Row Historic District, and is located directly opposite the Central Burial Ground of the Boston Common. Two existing structures will be demolished to allow construction of the project. The Boston Landmarks Commission rates the historic significance of these structures as Category IV (144 Boylston Street), and Category V (150 Boylston Street), and has stated that it does not object to their demolition, provided that the new structure adhere to the height standards for the area.

The developer has a signed Purchase and Sale Agreement with the George Robert White Fund for the center parcel of the site. While the White Fund has indicated that it may adjust the purchase price of $1.5 million pending an appraisal, the developer does not anticipate any difficulties in closing on the parcel.

The developer has agreed to contribute a $300,000 housing grant for the purpose of funding affordable housing in the City of Boston. This grant will be paid as follows: $150,000 at issuance of Building Permit, and the balance paid in ten installments of $15,000 each, due at the closing of the sale of each unit commencing with the 27th unit. In any event, the entire balance will be due on the second anniversary of the issuance of the Certificate of Occupancy.

The proposed project's common areas are accessible to handicapped persons. In lieu of the Article 30 requirement regarding provision of accessible units within the project, the developer has committed to contribute a $15,000 grant to be made available to handicapped residents of Boston for the purpose of retrofitting units for handicapped accessibility. The developer feels that this contribution is in the spirit of, and serves the purpose of, Article 30 of the Code. The developer has consulted with the Commission for Persons with Disabilities in regarding this arrangement; a letter from the Commission is appended.

The developer has conducted discussions with various community groups, including Friends of the Public Garden and Common, the Park Plaza Civic Advisory Committee, and the Midtown Cultural District Task Force. Letters of support from each of these groups are appended. The developer has agreed to make a contribution of $15,000 to the Friends of the Public Garden and Common to assist in their efforts on behalf of the park. In addition, the developer has agreed to contribute $6,000 per year toward the maintenance of these parks.

Appropriate votes follow:

VOTED: In reference to petition Z-12489, 144-150 Boylston Street, for a conditional use permit under Section 6-3A, Use #72, accessory parking for retail or office use, for an interim planning permit under Section 27D-5, and for variances under Section 17-1 for usable open space, Section 19-1 for side yard, Section 20-1 for rear yard, Section 24-1, for off-street loading facilities, and under Section.30-3 for barrier-free access, the BRA recommends APPROVAL with the following provisos: that the project be subject to continued design review by the BRA, and that approval is subject to the execution of agreements substantially in the form attached hereto entitled, Housing and Employment Agreement, and Agreement Regarding Article 30.

VOTED: That the Director is authorized to execute a Housing and Employment Agreement substantially in the form attached hereto for the creation of off-site affordable housing with such changes as the Director of the BRA deems appropriate.

VOTED: That the Director is authorized to execute an agreement entitled Agreement Regarding Article 30 substantially in the form attached hereto for the refitting of off-site residential units for handicapped accessibility with such changes as the Director of the BRA may deem appropriate.

VOTED: That the Director is authorized to issue an Adequacy Determination substantially in the form attached hereto for 144-150 Boylston Street in connection with the BRA's review of the project pursuant to Article 31 of the Zoning Code, conditionally approving the Final

Project Impact Report for the project; the only condition being execution of a Transportation Access Plan Agreement and Traffic Maintenance Plan in form and content satisfactory to the Director of the BRA and the Boston Transportation Department.

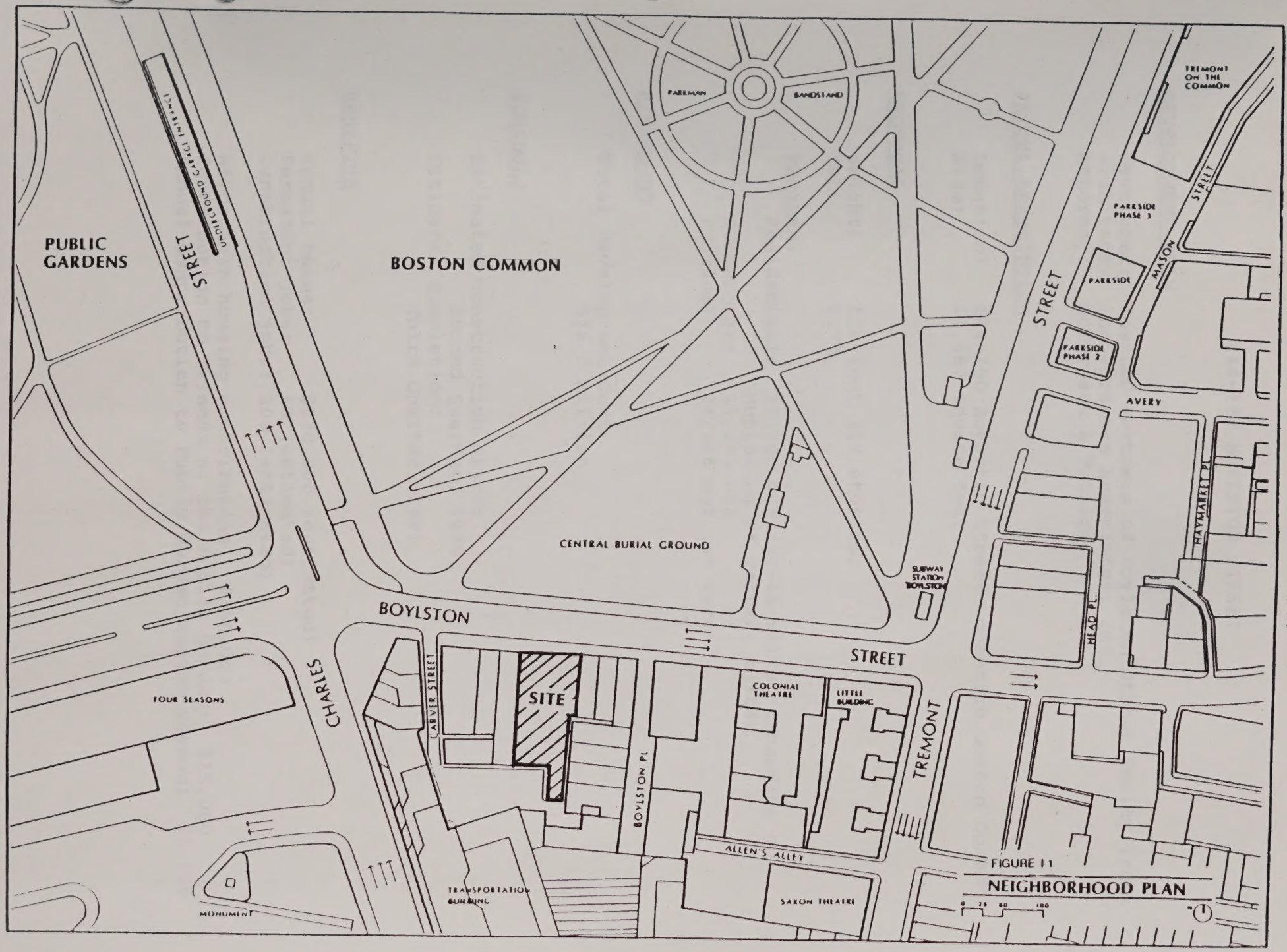



FIGURE 1-1

NEIGHBORHOOD PLAN

# 144-150 BOYLSTON STREET

## DEVELOPMENT TEAM

Developer: Fox/LDD Partners of Boylston Street Realty Trust
Architect: Jung/Brannen Associates, Inc.
Attorney: McCormack & Putziger

## PARCEL DESCRIPTION

Location: 144-150 Boylston Street, opposite Boston Common
Size: 11,487 square feet

## PROPOSAL

Height: 129 feet (13 stories)
FAR: 9.77

PROGRAM:

| | |
|---|---|
| Residential: | 75,700 GSF (37-41 units, depending on duplexing of certain units) |
| Commercial: | 18,290 GSF |
| Parking: | 24,316 GSF (69 cars) |

## FINANCING

Total Development Cost:
$36.3 million

## SCHEDULE

Estimated construction start:
Second Quarter, 1989
Estimated completion:
Third Quarter, 1991

## BENEFITS

Annual taxes: $230,000 (estimated)
Permanent jobs: 60 (estimated)
Construction jobs: 205 (estimated)

Affordable housing contribution: $300,000
Contribution to Friends of the Public Garden: $15,000
Annual contribution to Public Garden/Boston Common: $6,000

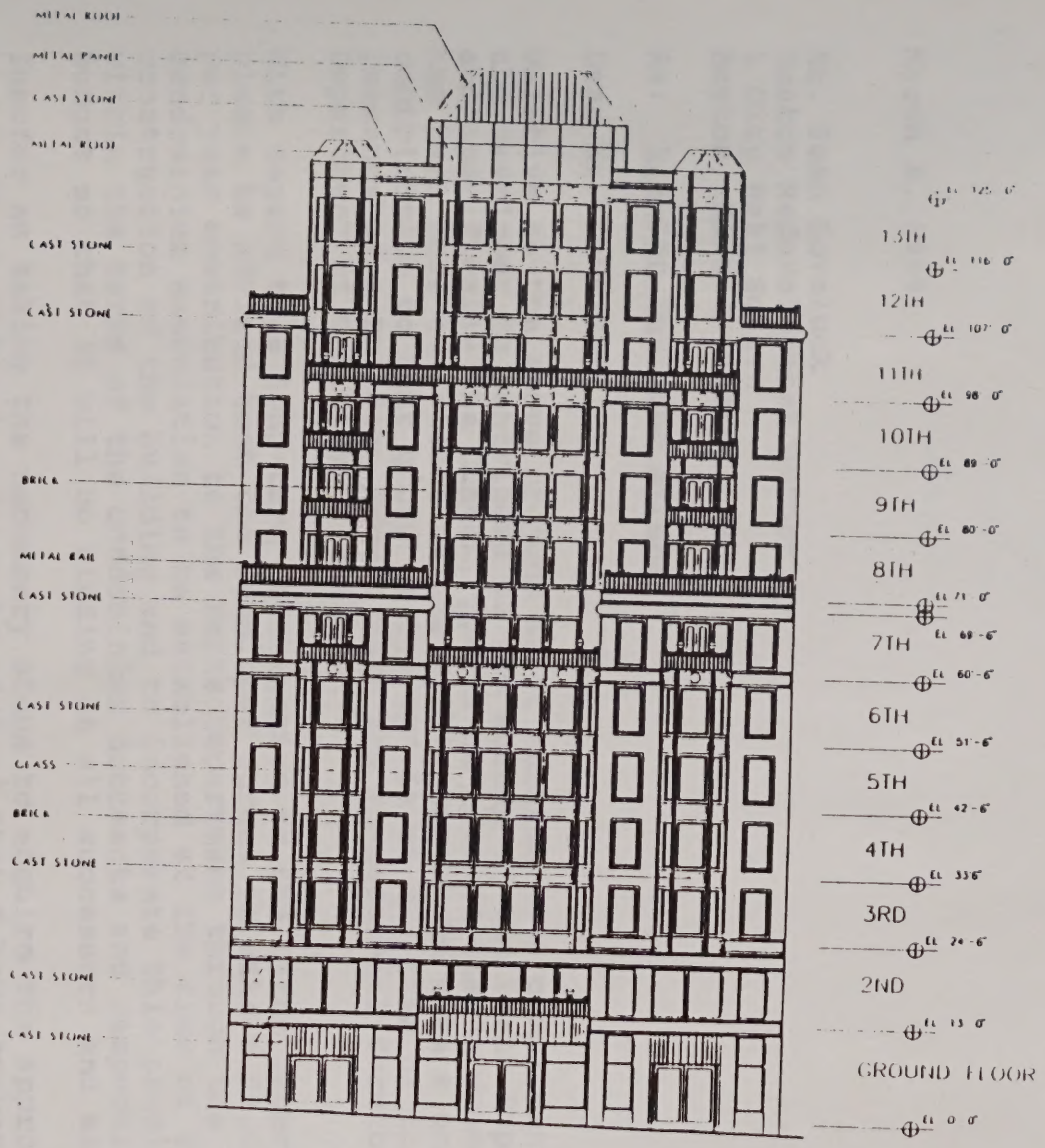



FIGURE VI.6

**NORTH ELEVATION**

PROPERTIES INC.

VIA TELECOPIER

March 8, 1989

Mr. Juan Loveluck
Boston Redevelopment Authority
1 City Hall Square
Boston, Massachusetts 02201

Re: 144-150 Boylston Street

Dear Mr. Loveluck:

Relative to the above project as it relates to a commitment by the developer to contribute to the upkeep of the Parks Department and specifically the Common, please be advised that a commitment has been made to Friends of the Public Garden to make a one-time contribution to that group of $15,000.00 at the time of the issuance of a Building Permit from the Inspectional Services Department of the City of Boston.

With regard to a long-term contribution to the Parks Department, please be advised that the developer agrees to make a $6,000.00 per year contribution to the Parks Department through the condominium association to be established at the time of the construction of the building and to incorporate this provision within the terms of the condominium documents and respective budget so that it will be binding on all successors and assigns.

Insofar as taking the necessary steps to acquire the approval of the Parks Department, please be advised that I have spoken with Justine Liff of that Department, who has requested that a formal presentation be made to the Parks Department Board subsequent to obtaining from the BRA Board the approvals necessary for the approval of the project. Specifically, we will be seeking from the Parks Department permission to build within 100 feet of the Common and to have ratified the agreement contained herein to the extent that such approval is necessary.

As always, it is our intention to strive to become a good neighbor in the Boylston Street area, and we will take any and all necessary steps to see that our goal is met.

Thank you for your cooperation in this matter.

Very truly yours,

FOX PROPERTIES, INC.

By: _____
Mark J. Gladstone
Senior Vice President and
General Counsel

MJG/dp

RAYMOND L. FLYNN
MAYOR

CHARLES J. SABATIER, JR.
EXECUTIVE DIRECTOR

# COMMISSION FOR PERSONS WITH DISABILITIES

Boston City Hall — Room 708
Boston, Massachusetts 02201
617-725-3682 (Voice/TDD)

March 8, 1989

Juan Loveluck, Project Manager
Boston Redevelopment Authority
One City Hall Plaza - 9th Floor
Boston, MA 02201

Dear Mr. Loveluck:

The Commission for Persons with Disabilities has been informed that the developer of the 144-150 Boylston Street, a project of 37 units, has requested a waiver from Article 30 of the Boston Zoning Code requiring 5% of the units, or two (2) units for this project, to be accessible to persons with disabilities.

After conversations with both the BRA and the developer of this project the Commission supports the waiver of Article 30 of the Boston Zoning Code. The Commission bases its support of this waiver on the following:

- That current economic factors concerning the disabled population, including high unemployment and the fact that 1 out of every 6 individuals with disabilities live in poverty, results in minimal marketability of luxury units; and

- That the developer is willing to negotiate the following steps to ensure that the integrity of Article 30 is maintained with the highest benefit to persons with disabilities;

  * the retrofitting of units for persons with disabilities who wish to buy a unit in the proposed project;

  * the construction of 5-10% adaptable units, to include such provisions as reinforced walls, wider doors, sufficient space etc.

(more)

* the developer is willing to contribute $7,500.00 per unit into a fund for the purpose of retrofitting homes of disabled individuals of low to moderate income.

It is important to note that the Commission's support of this financial waiver is directed toward the required 5% accessible units specifically and that full accessibility of the public areas, including accessibility of the parking lot, is required and should be in accordance with State Code 521 CMR.

The Commission is currently considering the policies and procedures regarding Article 30 for consistency with the Flynn's Administration position regarding issues of the disabled population as well as the overall impact of this policy on future luxury condominiums and other residential projects forthcoming. The Commission bases its waiver recommendations regarding Article 30 on a strictly individual, case-by-case basis only.

Sincerely,

Peter J. Myette
Acting Director

cc: Kevin Walsh, BRA
Bob Flemming, Trust Department

PJM/mr 2124E

Midtown Cultural District Task Force

文化區工作小組

March 9, 1989

Mr. Stephen Coyle
Director
Boston Redevelopment Authority
1 City Hall Square, 9th Floor
Boston, MA 02201

Dear Director Coyle:

I wanted to let you know that the Midtown Cultural District Task Force and its Design and Development Committee have no problem with either the design or variances being requested by the Fox Properties Project. We believe this project should go forward.

The Design and Development Committee Chair, Judee Shupe, informs me that a community benefits package has been created which includes the following:

1. A $15,000 one-time contribution to the Friends of the Public Garden and Common. This donation will be paid at the time the building permit is issued by Inspectional Services.

2. An ongoing contribution of $6,000 per year with an inflation escalator for the upkeep of the Common. This contribution will be made through the Condominium Association to the Parks Department.

The Midtown Cultural District Task Force applauds the developer's efforts to revitalize this stretch of Boylston Street with a building that we believe respects the character of this neighborhood while providing much needed support for the preservation of the 350-year old Boston Common.

Sincerely,

Lawrence Murray

Lawrence Murray
Chair

LM:rk

cc: Mr. Mark J. Gladstone
✓Mr. Juan Lovelock
Ms. Kristen McCormack
Ms. Judee Shupe

*Chair*
Lawrence Murray
ARTS/Boston, Inc.
423-4454

*Vice-Chair*
Bethany Kendall
Downtown Crossing
Association
482-2139

*Vice-Chair*
Ron Rothman
Artists Foundation
227-2787

*Chair, Cultural Facilities*
Dona Sommers
StageSource
423-2475

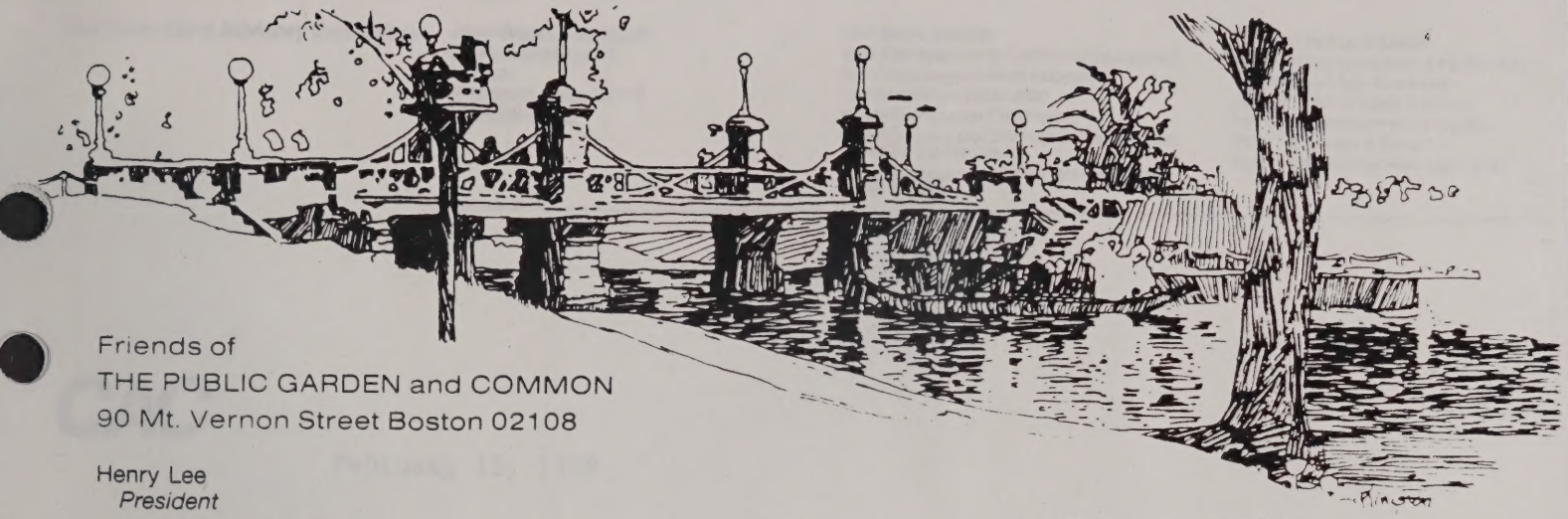
*Chair, Cultural Trust*
Warren E. Smith
Boston Bank of Commerce
423-1010

*Chair, Design and Development*
[illegible] Shupe
[illegible]n Associates
[illegible]060

*Chair, Transportation and Parking*
Richard Concannon
[illegible]acon-Concannon Associates
[illegible]-1448

[illegible] *ual Arts*
[illegible]eon Jones-Henderson
The Research Institute of African
and African Diaspora Arts
427-8325

100 Boylston Street, Suite 735
Boston, Massachusetts 02116



Friends of
THE PUBLIC GARDEN and COMMON
90 Mt. Vernon Street Boston 02108

Henry Lee
*President*
Mrs. William B. Trafford
*Vice-President*
Richard G. Scheide
*Treasurer*
Mrs. John D. Harmer
*Secretary*
Mrs. G. Kennard Wakefield
*Ch. Horticultural Committee*

**Directors**
China Altman
Eugenie Beal
Dolores Billings
Maria Cole
Marvin Collier
Ronald M. Druker
Edwin I. Firestone
Ronald Lee Fleming
John T. Galvin
Joan E. Goody
Thomas Kershaw
Harriet R. Lewis
Mrs. George M. Lovejoy, Jr.
June McCourt
Mrs. A. McVoy McIntyre
Margo Miller
Barbara W. Moore
Ann Dins Nemrow
Sydney R. Rockefeller
Mrs. Roger A. Saunders
David M. Solomon
Anne C. Swanson
Dana E. Vannasse
Cynthia A. Wall
Richard Wheatland
Richard White
Frederick R.H. Witherby

**Honorary Directors**
Mrs. Donald C. McKay
Edward A. Weeks

Feb. 7, 1989

Ms. Cindy Schlessinger
Boston Redevelopment Authority
Boston City Hall
Boston, MA 02201

Dear Ms. Schlessinger:

As a member organization of the Park Plaza Civic Advisory Committee and through meetings with representatives of Fox/LDD Partners, we have had an opportunity over the last seven months to review the project proposed for 144-150 Boylston Street. Based upon the height and massing studies shown to us, we believe this development will have little or no adverse environmental impact on the Common. Its design and use of materials appears, moreover, to be quite suitable to its location both with respect to the streetscape and to the visual impression from the Common.

We believe as well that in its provision of residential units, the development as presently envisaged should enhance the quality of life in the area including the Common. The Friends have, therefore, no objection to the Fox/LDD project and hope that it will receive BRA approval subject as usual to continued design review.

Sincerely yours,

Henry Lee

Henry Lee

Park Plaza **Civic Advisory Committee**

~~Joan Wood, President~~
~~24 Rutland Square~~
Boston
Massachusetts 02118
~~617 266-5526~~

Back Bay Association
Back Bay Federation for Community Development
Bay Village Neighborhood Association
Beacon Hill Civic Association
Boston Conservation Commission
Boston Building and Construction Trades Council of the Metropolitan District
Chinese Consolidated Benevolent Association of New England
Friends of the Public Garden
Neighborhood Association of the Back Bay
Greater Boston Real Estate Board
League of Women Voters of Boston
Park Square Improvement Association
Retail Trade Board of Boston
Stuart Street Neighborhood Association

**CAC**

February 15, 1989

Mr. Stephen Coyle, Director
Boston Redevelopment Authority
1 City Hall Square
Boston, MA 02201

Dear Mr. Coyle,

On behalf of the Park Plaza Civic Advisory Committee, I would like to communicate our reactions to the design proposed for 144-150 Boylston Street. (Individual constituent organizations, such as the Friends of the Public Garden and Common, may wish to comment directly.)

The CAC met with the development team, Fox/LDD, and its architects, Jung/Brannen, on August 10, 1988, to review the project design. We were satisfied that the proposed height and massing would not adversely affect the Common, our primary concern. In addition, we found the overall design and detailing to be appropriate to this block. The setbacks, window treatment and materials seem suitable and handsome.

The residential nature of this development is particularly welcome, for a growing downtown residential community brings activity, security and increased diversity to the area. Retail uses on the first floor of the proposed prject are consistent with the neighboring pattern. The use of a valet-operated car lift to provide 69 parking spaces is commendable.

The CAC supports the project, subject as always to continuing review of the design as the details are worked out.

Sincerely,

Stella Trafford

Mrs. Stella Trafford
President

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EVELOPMENT
HORITY

ond L. Flynn

hen Coyle
r

City Hall Square
ton, MA 02201
) 722-4300

Mr. Mark Gladstone
Fox Properties
P. O. Box 29
47 Winter Street
Weymouth, MA 02189

Dear Mr. Gladstone:

**RE: 144-150 BOYLSTON STREET**

This letter is the Adequacy Determination (the "Determination") of the Boston Redevelopment Authority (the "BRA") with respect to the Final Project Impact Report (the "FPIR") for your proposed project at 144-150 Boylston Street (the "Project"), initially submitted to the BRA on December 22, 1988 and revised by Addendum submitted on February 7, 1989 (the "Addendum"). This Determination is issued pursuant to Section 31-5(6) of the Boston Zoning Code (the "Code").

As was stated in the Preliminary Adequacy Determination, the Project is being reviewed by the BRA pursuant to Article 31 of the Code, Development Review Requirements, and, because the Project seeks certain zoning relief, Articles 6, 7 and 27D of the Code. The BRA's review of zoning relief for the Project has been incorporated into the Article 31 process to eliminate regulatory duplication and consolidate the Project's review into one process and one set of documents. Zoning relief sought for this Project includes the following: an interim planning permit, a conditional use permit, and variances from the rear yard, side yard, parapet setback, off-street loading, and barrier-free access requirements of the Code. Based on its review of the Project in accordance with Article 31, the BRA is recommending approval of required zoning relief to the Board of Appeal.

Article 27D of the Code, the Downtown Interim Planning Overlay District, in Section 27D-18(2), establishes the Midtown Cultural District (the "District") as a Special Study Area. On March 6, 1989, the Zoning Commission approved the Midtown Cultural



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District Plan and Zoning Plan (collectively, the "Plan"). The Plan contains the comprehensive planning policies, development controls, and design guidelines for the District. Since the Project is within the District, it provides the basis upon which the BRA is evaluating the Project.

While the Project is not subject to Article 38 (Midtown Cultural District Zoning) pursuant to Section 38-4, the Final Project Impact Report describes in sufficient detail the Project's conformity with the Plan in the current phase of review.

The following is a description of each component and the sufficiency of the materials submitted.

## I. TRANSPORTATION COMPONENTS

### A. Traffic Management Element

The additional information requested in the Preliminary Adequacy Determination concerning the truck dock requirement and loading has been submitted and is sufficient to meet the requirements of the Scoping Determination. This component is therefore approved.

### B. Parking Management Element

The additional information requested in the Preliminary Adequacy Determination concerning parking demand, parking supply, space allocation, operation of the garage and car elevator has been submitted and is sufficient. The additional information requested for the Transportation Access Plan has also been submitted and is sufficient. This component is therefore approved.

### C. Construction Management Element

The Construction Management Element as submitted in the DPIR is sufficient and approved.

### D. Monitoring Element

The Monitoring Element as submitted in the DPIR is sufficient and approved.

## II. ENVIRONMENTAL COMPONENTS

A. Wind

The additional information as requested in the Preliminary Adequacy Determination concerning potential wind impacts on Boylston Place and the quantifications of wind speed categories has been submitted in the FPIR, as revised in the Addendum, and is sufficient to meet the requirements of the Scoping Determination. This element is therefore approved.

B. Shadow

The corrections noted in the Preliminary Adequacy Determination have been submitted and are sufficient. This element is therefore approved.

C. Noise

The additional sound attenuation information requested has been submitted and is sufficient to show that ambient interior noise levels should be acceptable. This element is therefore approved.

## III. URBAN DESIGN COMPONENT

The alternative massing models at an FAR of 8.0 and 9.9 for use in the BRA's downtown base model have been submitted and are sufficient to meet the requirements of the Scoping Determination. A south elevation of the proposed building has also been submitted as required in the Preliminary Adequacy Determination and is sufficient. This component is therefore approved.

## IV. HISTORIC RESOURCES COMPONENT

The additional information as requested in the Preliminary Adequacy Determination has been submitted and is sufficient to meet the requirements of the Scoping Determination. However, the Boston Landmarks Commission staff remains concerned with the overall height of the setback in the block and the treatment of oriels on the lower elevation. The treatment of these and other design issues will be

resolved through the design development phase of BRA review. This component is therefore approved.

## V. INFRASTRUCTURE SYSTEMS COMPONENT

The Infrastructure Systems Component as submitted in the DPIR is sufficient to meet the requirements of the Scoping Determination and is therefore approved.

## CONCLUSION

The FPIR submitted, as revised in the Addendum, is sufficient to meet the requirements of the Scoping Determination.

As was indicated in the Preliminary Adequacy Determination, a Cooperation Agreement, pursuant to Section 31-14 of the Code, is required to provide for monitoring of continued compliance with the Final Project Impact Report. A Transportation Access Plan Agreement, and a Traffic Maintenance Plan in conformity with the City's Construction Management Program will together constitute the Cooperation Agreement for the Project. Such agreements must be executed in form and content satisfactory to the BRA and the Boston Transportation Department before the FPIR can receive final approval. The FPIR is therefore conditionally approved; the only condition being execution of such agreements.

Sincerely,

Stephen Coyle
Director